# Lies from the March 17, 2021 NAC meeting

## Christopher Donovan <christopherdonovan1@gmail.com>

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Cc: peter Eichleay <peter@flightlevelaviation.com>, "Nicholas W. Burlingham" <nburlingham@flightlevelaviation.com>, alan radlo <arraviationllc@gmail.com>, "Mina S. Makarious" <mina@andersonkreiger.com>, knorth <knorth@mhtl.com>

March 23, 2021.

Mark Ryan, Superintendent Norwood DPW, Norwood Town Engineer, Chairman Norwood Airport Commission Michael Sheehan Norwood Airport Commission John Corcoran Norwood Airport Commission

Francis Maguire Norwood Airport

Mina Makarious David Mackey Anderson Kreiger

Alan Radlo Flight Level Norwood, LLC ARR Aviation LLC. ARR II Aviation LLC. Peter Eichleay Flight Level Norwood, LLC.

Neil Hartzell Freeman Mathis and Gary, LLP

Gentleman,

On March 16, 2021 BEH filed suit against the Town of Norwood, The NAC, FLN and others, including Tony Mazzucco, Mark Ryan, Kevin Shaughnessy, Michael Sheehan, Martin Odstrechel, Paul Bishop, William Plasko, Alan Howard, David Hajjar, Thomas Maloney, FLN, Peter Eichleay and Alan Radlo, for fraud. The next day the NAC held their public meeting (theater).

Mark left this little fact out on March 17, 2021.

I will address the lies, fraud and deceit from the March 17, 2021 NAC public meeting. It amazes me that you can lie with such ease, in concert.

Francis claims I paid the lease late. He has a crystal ball regarding when checks were written and dated? Francis runs an airport that has been found in violation of federal law, 2 times, in ten years. His airport has paid millions in legal fees to defend his illegal conduct, including \$750,000.00 to BEH for settlement of illegal acts

toward BEH. Francis manages the most dysfunctional airport in the United States. His lies toward BEH stretch over ten years.

How could Francis claim a check is back dated? Perhaps he put the check in a drawer? Mina is having a ball charging the poor taxpayers of Norwood, to defend the continued illegal conduct of Francis, Mark and Michael. Perhaps Francis and Mark would post the legal charges from the various law firms, over the last 15 years, defending their illegal conduct? 1 million? 2 million? How come the BOS will not publish the exact legal charges by the NAC, airport, over the last 15 years? Monthly?

## Some background.

1. I am puzzled why Mark Ryan is still on the Norwood Airport Commission, having sold his house in Norwood on August 12, 2020. Mark now commutes to and from Norwood in his Town owned SUV daily, at taxpayer expense, a 146-mile round trip. I have attached a copy of his home sale and a picture showing his SUV at his home on Sunday March 14, 2021, at 56 Ellsworth Drive. East Falmouth, Mass. 02536.

How come the BOS excluded the NAC from any involvement on July 29, 2019, when the BOS, in Executive Session, voted to approve the BEH settlement, which specifically said there was NO EASEMENT on the West apron. Could Michael please explain this to everyone, as he claims to be the expert? Did the BOS lie?

Mark lied, along with Kevin Shaughnessy, and concealed encumbrances. As the Town Engineer, with 20 years at the Airport, he understands property and property rights. He gave another sweetheart land deal to allow a non-aviation use, for 20 years, of airport property. Through perjury, lies and deceit, Mark has lied to the FAA, Board of Selectmen and many others, regarding the airport. Every 3 years he gets reappointed to the NAC, despite 2 violations of federal law from the FAA, multiple lawsuits and complete dysfunction at the airport.

On <u>June 5, 2018</u>, Town attorney Karis North, stated that no encumbrances exist on the West Apron in response to a public records request. This was a lie. Known by Ryan, Shaughnessy and Maguire.

The request included any: leases' assignments, easements or other agreements concerning the West Ramp or lot B, agreements on any portion of the West ramp, including any use agreements giving any firm, person or entity any right to use the West ramp or Lot B, for any use, any encumbrances on the West ramp. Since this request I have asked you over 20 times for a description of the West and DC-3 ramps, including any encumbrances. Other than the sewer easement, no encumbrances were EVER acknowledged. FRAUD.

In order to cover the perjury and lies to the FAA; I claimed that the NAC had concealed a possible license on the West ramp from the FAA to obtain federal grants, allowed one entity to control most of the ramps on the airport, used taxpayer funds to maintain an area possibly under license to a private entity and intentionally concealed this from the public. One entity had more than 561,764 SF of space on the Norwood Airport and the NAC claimed I could operate on 23,572 SF of ramp space.

The NAC then lied to the FAA, to cover the fraud of the application for federal funds, "It should be noted that, rather than make either or both parcels A and B on the West Apron available to the public through a competitive bidding process, in an effort to encourage competition, the NAC's offer for parcel A and B on the West Apron was made directly to BEH. This lease offer was not made subject to the 1977 license and BEH's arguments to the contrary is both entirely unfounded and another example of BEH's unwillingness to work with the respondents (NAC). BEH also has not explained how Flight Level is successor-in-interest to Donald J. Moore, Jr. to whom the letter identifying a license was addressed, or how it apparently concludes that the license is currently effective".

Think about that. Ryan and Shaughnessy, with the knowledge of Francis, had transferred a License to FLN, they then lied to the FAA, to cover their prior lies.

### Regarding the lies from Michael Sheehan:

Michael said an easement was approved for FLN at the February 15, 2017 NAC public meeting. This is a LIE. Michael said a fuel plan was "approved", this is a lie. No one even knows what a fuel plan is. The Norwood Fire Department has no idea what your fake "fueling plan" is.

Alan Radlo, the owner of FLN, said there was no easement on the West apron?

Another Lie by Michael and Mark.

On <u>July 18, 2018</u> NAC Chairman Mark Ryan, under oath, claimed he did not know if the license on the West apron was in existence. Mark lied. <u>This is perjury.</u> FLN was not a party to the 1996 license, which was between the Town of Norwood, Boston Metropolitan Airport and Eastern Air Center, which stated in part: This license shall not be transferable. He not only transferred the license agreement with NAC Commissioner Shaughnessy, but he also concealed this fact from BEH and the FAA. Apparently with the help of some attorneys. Why?

Mark presented lease plans on August 16, 2019, to me. I asked that they show any encumbrances. Mark is the Town Engineer? Both plans showed no encumbrances, including the License he was still hiding, and no easement, Michael claims was approved.

December 7, 2018. Ryan and Kevin Shaughnessy, who approved the license transfer and attorney Davis brief the BOS and NAC regarding the settlement with BEH. At the BOS meeting the following was said by attorney Davis: BEH will be leased the West and DC-3 aprons. "The lease will be non-exclusive, meaning other flights can use that space that he will be leasing, but they would have to pay him rent."

In attendance at the NAC meeting (attended by attorney Davis and North) NAC members Kevin Shaughnessy, Michael Sheehan, and Mark Ryan along with Russ Maguire, were briefed by attorney Davis. "He (BEH) will have the entire West apron. It is non-exclusive" "There was also an agreement that the NAC would work with BEH if they (BEH) want to put hangers out there for a long-term lease". "BEH will also get the DC-3 ramp". Both Ryan and Shaughnessy knew of the license transfer which was not public knowledge. They said nothing. There were NO encumbrances.

Present at the NAC meeting were Mark, Kevin, Michael, Francis, North and Davis.

Present at the BOS meeting were Maloney, Plasko, Donohue, Bishop, Howard, Mazzucco, Cooper, Davis, North and Kevin Shaughnessy from the NAC.

Shaughnessy knew he transferred a License for FLN on the West apron, and it was being concealed from BEH. He said nothing.

Eichleay claims BEH blocked every Jet fuel delivery since the leases were signed. BEH has placed aircraft and vehicles, on OUR leased space. In accordance with OUR leases. FLN can access the fuel farm without trespassing on BEH leasehold. Attached are plans and a real affidavit showing FLN can access the fuel farm. Eichleay made this false narrative up in 2013, with the help of Francis. I have attached that letter, which Francis and Mark concealed.

2. FLN has no "rights" to access the West apron. BEH has never "Blocked" anyone, let alone the FLN fuel delivery, on the "wide turn area" a new term made up by Eichleay. How come Norwood Engineering, the "expert" of FLN, did not show any encumbrance on the West Apron, for FLN? How come Eichleay or his partners never said anything to BEH about their claimed rights? On December 14, 2018, evidently, FLN told Karis North, the NAC attorney, about their claimed "Rights". How come North, Ryan, Maguire, Sheehan, Odstrechel, Shaughnessy, Davis, Simms, Mazzucco and the entire Town "team" concealed these claims from BEH? Could it be the Joint Defense Agreement between the NAC and FLN?

How come Mazzucco met with me in December, 2018, and concealed these FLN claimed "rights" from me and the federal court? Why lie about this? Could it be the Joint Defense Agreement between FLN and the NAC, which entangled Mazzucco and others, to lie. Did Mazzucco pass this information along to the BOS? This was not the last lie from Mazzucco.

How come Mazzucco signed the settlement on July 30, 2019, then immediately (August 14, 2019) met with FLN, in secret, along with Francis, Mark, Burlingham, North and Hartzell. How come Mazzucco denied this meeting, then claimed attorney client privilege between himself and FLN?

How come Hartzell told NAC attorney Davis Norwood Engineering could not do any engineering for the Town, as they were working for FLN. Karis North then coordinated with Norwood Engineering, and Hartzell, in secret, to have them do a new plan, which concealed again, claims by Eichleay and FLN?

On July 31, 2020 FLN claimed in another of their many suits:

• On July 30, 2019 FLN learned, the BOS voted in Executive Session, to give BEH a West and DC-3 ramp lease, not subject to the 25' Tank farm access easement (Note, the Tank Farm Access Easement is not on the West Apron, leased to BEH, the West apron was never subject to the Tank Farm Access Easement), Not Subject to the Lot B and H License agreement, not subject to the Lot G Sub Lease, (Note, the Lot G sub lease is with BMA, the West and DC-3 ramp leases have nothing to do with Lot G, and would not be subject to the Lot G sub lease), Not subject to the Tank Farm Sublease, (Note, the West and DC-3 ramp leases to BEH, do not contain any portion of the Tank Farm Sub Lease, and would not be subject to the Tank Farm Sub Lease), and not subject to an easement or other rights of access over Lot H as authorized on the February 15, 2017 by the unanimous vote of the NAC.

The West and DC-3 ramp leases to BEH have been pledged encumbrance free. The Town Defendants gave FLN copies of the July 30, 2019 settlement, not subject to any tank farm access easement, Lot B and H License agreement, Lot G sublease, the tank farm sublease, and not subject to any easement or other right of access over Lot H as authorized by unanimous vote of the NAC, Eichleay affidavit 59, and the General Release and settlement agreement with BEH.

- 3. The West ramp and DC-3 ramp are leased to BEH, albeit under fraud by the NAC. The settlement of July 30, 2019 was based on fraud. Ryan, and the NAC, concealed encumbrances, from BEH. I would be more than happy to sit and show you the fraud, lies and perjury. Michael knew this and lied again claiming BEH knew of encumbrances.
- 4. Ryan claims the FLN fuel farm was plowed in by BEH, rendering the airport without fuel for 4-5 days. Another lie. BEH did not plow in the fuel farm, and FLN never missed any delivery of fuel. Perhaps Mark should get his facts straight under the Joint Defense Agreement between the NAC and FLN, prior to continuing his lies. This was all covered in depositions, which can be found online at www.norwoodairport.com.
- 5. Mark references the barriers, he and Francis approved in secret with FLN, which completely blocked BEH from our hangar. Barriers Francis approved to be filled with Glycol that was years old, in unlabeled containers.

Magically, after we deposed NAC attorney Brandon Moss, he no longer worked for Murphy Hesse Toomey and Lehane, after 11 years with them? He then claims to have borrowed his Daddy's cell phone for 2 years, and then gave it back. All that so he could conceal his communications with FLN and their attorney. You cannot make this stuff up.

6. Mark mentions "Criminal complaints" which were based on text messages between FLN attorney Nick Burlingham and prior NAC attorney Brendon Moss, who worked under a Joint Defense Agreement, AGAINST BEH. They had secret meetings, exchanged legal briefs and worked together on legal motions and letters against BEH. Imagine if the taxpayers knew their hard-earned dollars where being used illegally against a small business? Meetings were held at the DPW offices of Mark Ryan.

- 7. Mark references BEH's owner, Moshe. He fails to disclose he met with Moshe and I many years ago. Mark demanded BEH withdraw any FAA complaint or suit before he would consider letting BEH sell fuel? Organized crime anyone. (See the BMA narrative in this email to explain why Mark has stayed on the NAC and prevented any fuel competition).
- 8. Mark fails to mention he lied to the BOS, which was exposed under oath and by Affidavit. Mark and Francis, with the help of Eichleay, made up NFPA restrictions, which they knew were fake, to stop BEH. The same fake NFPA restrictions Eichleay shows on his fake fuel plan.

Mark also fails to mention the secret meetings at the DPW garage, with Alan Radlo, who owned FLN. At these meetings Mark and Alan planned the hangar for FLN, which Mark engineered and obtained approval for. The same Alan Radlo who reached out to the BEH owner, Moshe, while then castigating the BOS and NAC for settling with the Israeli (Jew) company. All done in secret.

Mark also fails to mention he represented FLN in a PUBLIC hearing to obtain approval of their new hangar. An RFP he tailored, at the DPW garage offices, so FLN was the only possible winner?

Mark appeared on 4.5.17, representing the NAC, Town Engineer, and DPW director, in front of the Conservation Commission, for the FLN hangar? Ethics anyone.

Mark completed the engineering for the FLN hangar?

Mark appeared in front of the Norwood Planning Board, again for FLN, on April 13, 2020, "Mark Ryan, Engineer/Applicant". I must admit, he could care less about ethics. Evidently so could the BOS.

- 9. Michael fails to mention his retaliation was the basis for a federal suit, they settled with a \$750,000.00 payment to BEH, only to have lied in that settlement as well? Mark forgets his documented retaliation, including recently when he called the FAA claiming I was flying over his house. The FAA quoted Mark's comments that he was in a "Battle" with BEH, hence his false complaint, and retaliation.
- 10. Mark claims the NAC has worked for the people of Norwood, failing once again to mention that in his 20-year tenure on the NAC, they have been found in violation of federal law by the FAA, on 2 occasions, in 2008 against BAC, and again in 2018, against BEH. The taxpayers have spent and lost missions defending Mark, Francis and the children of the Norwood Airport.

<u>Let us examine the lies and perjury from Peter Eichleay and FLN.</u> **On May 15, 2020**, Peter signed an affidavit, under the penalties of perjury. His affidavits change like the seasons.

Peter claims in December 2018, FLN notified Town Council (MHTL Karis North) about claimed property rights. #46. Funny, North, the NAC, including Ryan, Sheehan and Kevin Shaughnessy, concealed this from BEH. Coincidentally, the NAC and BOS voted on a settlement on December 7, 2018, which they then reneged on after the trial date had passed. North had said there were no encumbrances of any kind in response to a Public Records Request from me. Ryan, (who along with Kevin Shaughnessy), transferred a License from FLN, claimed under oath he knew nothing about this? North, Ryan and the NAC, concealed the claims by Eichleay and FLN, from BEH, the FAA and the federal court. Why?

Eichleay in part says: "Despite Flight Level's repeated efforts to work with the Town Defendants to create a non-exclusive easement, license, or other access rights over Lot H, the Town Defendants failed and refused to create an easement, License, or other access rights over Lot H"#40.

Eichleay further states: The settlement with BEH made no mention of "the easement or other access right of access over Lot H to allow Flight Level to access its fuel farm as GRANTED BY THE FEBRUARY 15, 2017

NAC vote" #51. (A lie) The 2.15.2017 NAC public meeting did not show or grant FLN any rights or easement, or "approve" a fuel plan, both lies repeated on 3.17.2021 by Ryan, Sheehan and others.

Note that on August 14, 2019, within days of the July 30, 2019 settlement with BEH, North, Maguire, Mazzucco, and Ryan, met in secret with Hartzell and Burlingham from FLN. The Town concealed this meeting from BEH and the public, Mazzucco claimed this meeting was exempt under attorney client privilege with FLN, he refused to tell me who attended or what was discussed.? Scary stuff.

On September 9, 2019 Makarious (By phone) North, Mark, and Francis met with Hartzell and Burlingham from FLN. This meeting was also concealed from the public and BEH. FLN showed a video they asserted were fueling activities at the airport. I thought public bodies were required to post meetings, provide an agenda and minutes, under the open meeting law. Another secret meeting with FLN, which Mazzucco, Mark and everyone from the NAC refused to disclose until August 27, 2020.

FLN claimed they met on August 15, 2019, (This date conflicts with the date provided by Mina, claiming the meeting was August 14) "Flight Level's representatives met with Town's representatives to discuss the status of Flight Level's property rights and access rights" The West and DC-3 ramp leases to BEH have been pledged encumbrance free. The Town Defendants gave FLN copies of the July 30, 2019 settlement, not subject to any tank farm access easement, Lot B and H License agreement, Lot G sublease, the tank farm sublease, and not subject to any easement or other right of access over Lot H as authorized by unanimous vote of the NAC, Eichleay affidavit 59, and the General Release and settlement agreement with BEH.

No one disclosed this meeting, as the NAC was busy violating the agreement, with Michael leading the way.

On February 23, 2021, Eichleay signed an affidavit, under the penalties of perjury. He attached a "plot plan" (#4) which was nothing more than a drawing by FLN.The "plot plan shows property rights of Flight Level at the airport", including the area on lot H where on February 15, 2017, Flight Level was granted an "access easement or similar right of way to use in connection with its fuel farm by unanimous vote of the Norwood Airport Commission" This is a lie, once again. No vote granting any rights was taken. See the meeting minutes attached. He claimed prior no rights existed or were granted? If you are going to lie it's best to get one story and stick with it.

The "Auto TURN plan shows the aforementioned property rights; the NFPA 407 aircraft fueling standards", (More on that later).

"BEH has continued to position its fuel truck on Lot H blocking the area needed to execute the wide turn" to access the FLN fuel farm. Eichleay fails to mention the "Lot H" area is the West Apron, leased to BEH by Mark and the NAC. I park our FBO vehicles on OUR LEASE area and I am not blocking FLN. We all know this.

Eichleay, as I have pointed out, has multiple ways to access the FLN fuel farm. The easiest would be the "TANK FARM ACCESS EASEMENT"? That would not fit the lies and perjury from prior false claims.

So, Eichleay claims FLN has no rights, in one affidavit, then he has all kinds of rights. Keep in mind this area was LEASED to BEH, by Mark and the NAC, after a plot plan was completed by Norwood Engineering, showing no such rights. The same Norwood Engineering who completed the fake fuel plan by FLN, used to advance the lies of access. The same Norwood Engineering who worked in secret with North, to create the lease plan for the West apron. The same Norwood Engineering we were told by John Davis, a prior NAC attorney, could not work on any BEH/Town engineering. He had received a call from, wait for it, wait for it, Neil Hartzell, representing FLN. Incredible lies.

On November 12, 2019, Hartzell wrote North regarding Norwood Engineering, North must promise to not allow any negative information to escape regarding Norwood Engineering, they are FLN's experts. Hartzell does allow North to use Norwood Engineering, contrary to his prior call to Davis refusing to allow Norwood Engineering to do any work for the Town or NAC, "we appreciate that there should be a unity of interest among the parties", against BEH no doubt. North conceals this letter until July 10, 2020. The Town conceals all communication between FLN and their attorneys, and the NAC attorneys, claiming because it is on the attorney's computer it is

not in the custody of the Town, and not a public record. The Secretary of State disagreed and ordered the Town to produce this type of communication. The town refused and ignored this order.

BEH parked our vehicles on OUR leased space at the Norwood Airport. Eichleay and FLN have been using the lies and phony "blocking" claims since 2013. This follows the outright lies from Francis and FLN regarding the "NFPA" claims, to stop BEH. Then we had the TOFA/OFA fake claims, invented by Francis and Peter, to stop BEH.

No rights to FLN were "approved" or voted approved, on February 15, 2017, unless they were at one of the secret meetings held at the DPW garage by Mark. The "Lot G fueling restriction plan" was invented by Francis and Mark, in coordination with Peter, to assert phony claims. It is not based on any known standards or conditions, it has no basis on the airport, and it is not an accurate depiction of how the fuel farm is used. I would be happy to provide numerous photos showing the FLN fuel farm in use.

No one from BEH, including me, has ever blocked or interfered in any way with FLN, their fuel deliveries, or their use of the fuel farm. I have watched the bulk fuel delivery vehicles for years. They can access the fuel farm from multiple locations, as we all know. All the lies in the world will not change that.

Neil claims FLN had to "flatbed" a fuel truck from Rhode Island, "at great expense". The bulk delivery can easily access the FLN fuel farm. FLN, working with Mark and Francis, are attempting to create a false narrative, claiming the airport will shut down, by BEH blocking the fuel farm. A complete lie. FLN, along with Mark and Francis, want the airport to run out of fuel, under false claims, to stop BEH.

The only harm to the flying public is the years of overpriced fuel from FLN, based on their monopoly. Substandard service and facilities are also a harm. The harm to the "flying public" also comes from the fraud by the NAC regarding federal grant applications, millions wasted on no bid contracts, and the collusion by Mark, Francis and FLN.

Since 2013, acting in secret with FLN, Mark and Francis, coupled with others, have been spreading a false narrative to protect the monopoly fuel provider. This stems from the fact in 1967, the then Airport Commission, of which Walter Ryan was a member, gave an 80-year lease to one individual for most of the Norwood Airport. Boston Metropolitan Airport, which has no presence or operation on the Airport, collects most of the rent and half of the fuel flow fees for the Airport, denying the Town of Norwood a significant income.

Over the years BMA has made millions off the Norwood Airport without any involvement or contribution. Francis knows this situation well, having worked for BMA when he started at the Norwood Airport. His fellow Town employee, Mark, arranged for him to become a Town employee, further perverting the airport situation. Mark and Francis have incurred millions in taxpayer funded legal fees, protecting the Monopoly fuel provider, for the benefit of BMA, and to protect the fuel monopoly.

On March 30, 2009, the BMA President told Francis, any new fuel farm (IE. The one BAC was trying to construct on the DC-3 ramp, outside the BMA 80-year lease) would reduce BMA's income from the fuel fee loss. BMA wanted \$374,250.00 to allow another fuel farm on the Norwood Airport. How did Francis and Mark react? They denied BAC any power to run the proposed fuel farm, hounded and castigated BAC for years, and drove them out of business. Eliminate any fuel competition and keep our deal intact?

Mina sent a letter on March 18, 2021, which claims "BEH vehicles have been parked in a manner on the West Apron that prevents others use of the airport". What is he talking about? BEH has parked aircraft and vehicles on OUR LEASED space, consistent with our lease.

The Town agreed to support BEH in building hangars on the West Apron, how would we do that? Do we move the hangar every time some unknown person or entity wants to "access" our leased space? There are tie downs on the West apron, which have been used for many years. Can we use these tie downs, on OUR leased space?

What manner do we park vehicles and aircraft on our leased space? Are all ramps under lease on the airport available to everyone at any time, to access, fuel and use whenever someone wishes? The fraud, lies and deceit are incredible. What a mess. Created by the NAC, with Francis, to retaliate once again, and protect the monopoly fuel provider.

I would close on this note. The NAC has recently claimed the term "non-exclusive" allows anyone at any time to trespass over leased space at the airport. This is of course not true. The NAC has been found in violation of federal law regarding "Exclusive Rights" in 2008 and again in 2018, against BEH. Mark and Francis have a clear understanding of this subject and the meaning of this term as it applies to the airport and leases. Should they claim otherwise then what have they been doing for the past 20 years? Mark is the Town Engineer, Francis poses several master's Degrees, including a degree in aviation management. With all that knowledge you would assume an in-depth knowledge of the airport, FAA Grant Assurances, federal and state law, and leases.

Yet, they need 3 law firms to answer simple questions and defend them, at taxpayer expense, while lying and committing fraud. Why?

#### 11 attachments

Mark Ryan in Town SUV, 3.14.2021 56 Ellsworth Dr. east falmouth.jpg 2856K

Ryan sold house 8-12-2020 (1).pdf 121K

2.23.21 Eichleay affidavit.pdf 571K

2.15.2017 NAC meeting minutes.pdf 146K

Ryan permiting the FLN hangar.pdf 2462K

BMA controls Norwood Airport.pdf 38K

Plan and affidavit showing FLN can access the fuel farm, exposin.pdf 1653K

secret meetings and lies.pdf 1524K

Mark Ryan Ethics complaint final 7-15-2020.docx 43K

3.16.21 suit against nac,bos,mazzucco.pdf

2.23.21 Eichleay Affidavit\_001.pdf